

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF PUERTO RICO**

IN THE MATTER OF:

CASE NO: **18-00747-BKT****Wilfredo Reyes Rivera,**CHAPTER: **7****Debtor**

Banco Popular de PR
as servicer of Wells Fargo,
Movant,

Wilfredo Reyes Rivera,
Ana García Alemán,
Debtors-Respondents,

Noreen Wiscovitch Rentas,
Trustee

MOTION FOR RELIEF FROM STAY PURSUANT TO 11 U.S.C. 362

TO THE HONORABLE COURT:

COMES NOW movant, Banco Popular de PR as servicer of Wells Fargo, (hereinafter referred to as "WELLS FARGO"), through the undersigned attorney, and very respectfully alleges and requests:

1. Wilfredo Reyes Rivera hereinafter will be referred to as "the Debtor". Ana García Alemán is named as co-debtor or co-guarantor and co-owner of the property.
2. WELLS FARGO, a secured creditor in the above captioned case, has not been offered nor provided adequate protection as required by section 362 of the Bankruptcy

Code. Consequently, it moves to request that the automatic stay be lifted in order to continue with the mortgage foreclosure proceedings.

3. The pertinent part of section 362 states that:

(d) On request of a party in interest and after notice and hearing, the court shall grant relief from stay provided under subsection (a) of this section, such as by terminating, annulling, modifying, or conditioning such stay-

- (1) For cause, including the lack of adequate protection of an interest in property of such party in interest
- (2) With respect to a stay of an act against property under subsection(a) of this section, if---
 - A) The debtor does not have an equity in such property; and
 - B) Such property is not necessary to an effective reorganization;

4. WELLS FARGO is the holder in due course of a mortgage note in the principal sum of **\$50,000.00** bearing interest at **9.950%** per annum (the "Note"). The indebtedness evidenced by the Note is secured by a mortgage executed before the notary public **David Toledo David, Esq.**, on **November 29, 2004**, deed number **477** (the "Mortgage"). Attached hereto as **Exhibit 1** is a copy of the Note; **Exhibit 2** a copy of the Mortgage Deed; and as **Exhibit 3** a copy of a title search that evidences WELLS FARGO's secured status is included.

5. The Mortgage encumbers the property described in **Spanish** (hereinafter the "Property") as follows:

"RUSTICA: Finca radicada en el BARRIO QUEBRADA NEGRITO del término municipal de Trujillo Alto, con una cabida superficial de 24,447.0258 metros cuadrados. En lindes por el Norte, con Gonzalo Díaz y María Castro; Sur, con Francisco Alemán; Este, con Cándido

Díaz, Francisco Alemán y Fabián Betancourt; y por el Oeste, con José García.”.

6. The Debtor has not made the monthly installments due under the terms of the Note and the Mortgage. As of May 11, 2018 the Debtor had accrued a total of 3 post-petition installments in arrears to WELLS FARGO amounting to \$2,020.85. See **Exhibit 4** attached hereto, which includes an itemized statement of the arrearage.

7. The Debtor’s failure to make payments due under the Mortgage, results in the Debtor’s material default with the terms of the Note.

8. WELLS FARGO has not been offered and does not have adequate protection for the above mentioned security interest, the Debtor has failed to make post-petition payments as called for under the terms of the Note.

9. Moreover, taking into consideration the amount of principal owed plus interest accrued, other costs, advances and legal fees guaranteed under the Mortgage it appears that there is no equity in the property to benefit the estate. Consequently, “cause” exists to lift the automatic stay.

10. In view of the foregoing, WELLS FARGO respectfully requests for an order lifting the automatic stay pursuant to sections 362(d)(1) of the Bankruptcy Code.

11. WELLS FARGO filed secured proof of claim number 4 (the “POC”). WELLS FARGO hereby requests that the POC be deemed withdrawn, if the remedy herein requested is granted.

12. Attached hereto as **Exhibit 5** is the non-military service affidavit required for the entry of an order by default by the Servicemembers' Civil Relief Act, 50 USC Appx. §521.

NOTICE TO ALL PARTIES IN INTEREST

Within fourteen (14) days after service as evidenced by the certification, and an additional three (3) days pursuant to Fed. R. Bank. P. 9006(f) if you were served by mail, any party against whom this paper has been served, or any other party to the action who objects to the relief sought herein, shall serve and file an objection or other appropriate response to this paper with the Clerk's office of the U.S. Bankruptcy Court for the District of Puerto Rico. If no objection or other response is filed within the time allowed herein, the paper will be deemed unopposed and may be granted unless: (i) the requested relief is forbidden by law; (ii) the requested relief is against public policy; or (iii) in the opinion of the Court, the interest of justice requires otherwise. If no response is filed within the prescribed period of time the Court may enter an order granting the relief herein requested.

WHEREFORE, WELLS FARGO respectfully requests that an order be entered granting the relief from the automatic stay pursuant to section 362 (d)(1) of the Bankruptcy Code, granting costs, expenses and attorney's fees to WELLS FARGO and authorizing WELLS FARGO to proceed with the foreclosure of the Mortgage against the Property, with such further relief as may be deemed just and proper. WELLS FARGO further requests that the POC be deemed withdrawn.

RESPECTFULLY SUBMITTED.

I HEREBY CERTIFY that on this date I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to all participants of the CM/ECF system; to the Chapter 13 Trustee Noreen Wiscovitch Rentas, Esq.; and to Debtor's counsel, Lyssette A. Morales Vidal, Esq. I also hereby certify that a

copy of the instant motion was also served by certified mail to **Chapter 13 Trustee Noreen Wiscovitch Rentas, Esq.**; PMB 136 400 Calaf Street San Juan, PR 00918; **to Debtor's counsel, Lyssette A. Morales Vidal, Esq.** 76 Calle Aquamarina Urb Villa Blanca Caguas, PR 00725-1908 and to the debtors **Wilfredo Reyes Rivera** HC Box 13727 Aguas Buenas, PR 00703 and **Ana García Alemán** HC Box 13727 Aguas Buenas, PR 00703.

In San Juan, Puerto Rico, this 16th day of May, 2018.

MARTINEZ & TORRES LAW OFFICES, P.S.C.
P.O. Box 192938 San Juan, PR 00919-2938
Tel. (787) 767-8244 & Fax (787) 767-1183

/s/ Patricia I. Varela Harrison
By: Patricia I. Varela Harrison
USDC -PR 224802
pvarela@martineztorreslaw.com

NOTE
PAGARE

US\$ 50,000.00

San Juan, Puerto Rico
September 29th, 2004.

--FOR VALUE RECEIVED, the undersigned ("Borrower") promise(s) to pay DORAL MORTGAGE CORPORATION
--POR VALOR RECIBIDO, el (los) suscritor(es) ("Deudor") promete(n) pagar a

or order, the principal sum of FIFTY THOUSAND DOLLARS
o a su orden, la suma principal de

with interest on the unpaid principal balance from the date of this Note, until paid, at the rate of
con intereses sobre el balance insoluto de principal desde la fecha de este Pagaré hasta su pago a razón del

NINE POINT NINETY FIVE (9.95%) per annum. Principal and interest shall be payable at--
por ciento (%) anual. El principal e intereses serán pagaderos en

Doral Plaza #1451 Roosevelt Avenue, San Juan, Puerto Rico, or such other place as the Note Holder may designate--
Doral Plaza, #1451 Avenida Roosevelt, San Juan, Puerto Rico, o e cualquier otro lugar que el tenedor de este Pagaré indique por

in writing, in consecutive monthly installments of FOUR HUNDRED THIRTY SIX DOLLARS AND NINETY FOUR CENTS --
escrito, en plazos mensuales y consecutivos de
(\$436.94).

on the first day of each month beginning the First day of November 2004, until
en el primer día de cada mes comenzando el día primero de , hasta

the entire indebtedness evidenced hereby is fully paid, except that any remaining indebtedness, if not sooner
que se pague totalmente la deuda evidenciada por el presente, excepto que la deuda restante, si no antes
paid, shall be due and payable on the first day of October, 2034--
pagada, quedará vencida y pagadera en el día primero de

--If any monthly installment under this Note is not paid when due and remains unpaid after a date
--Si cualquier plazo mensual bajo este Pagaré no es pagado cuando venza y permanece impagado luego de la fecha
specified by a notice to Borrower, the entire principal amount outstanding and accrued interest thereon
especificada en la notificación al Deudor, la suma total de principal pendiente de pago e intereses acumulados sobre la misma
shall at once become due and payable at the option of the Note Holder. The date specified shall not be less
quedarán inmediatamente vencidos y pagaderos a opción del tenedor de este Pagaré. La fecha especificada no será anterior
than thirty days from the date such notice is mailed. The Note Holder may exercise this
a treinta días a partir de la fecha de envío por correo de dicha notificación. El tenedor de este Pagaré podrá ejercitar esta
option to accelerate during any default by Borrower regardless of any prior forbearance.
opción de aceleración durante cualquier incumplimiento del Deudor, no empece cualquier indulgencia de morosidad anterior.

If suit is brought to collect this Note, the Note Holder shall be entitled to collect in such
De radicarse procedimiento judicial para el cobro de este Pagaré, el tenedor de este Pagaré tendrá derecho a cobrar en dicho
proceeding the agreed and liquidated amount of ten percent of the original principal amount hereof to
procedimiento la suma pactada y líquida de diez por ciento (10%) de la suma original de principal del presente para
cover cost and expenses of suit, including but not limited to, attorney's fees.
cubrir las costas y gastos de dicho procedimiento, incluyendo, sin implicar limitación, honorarios de abogado.

--Borrower shall pay to the Note Holder a late charge of five percent of any
--El Deudor pagará al tenedor de este Pagaré un cargo por pago atrasado de cinco por ciento de cualquier plazo
monthly installment not received by the Note Holder within fifteen days after the
mensual que no sea recibido por el tenedor de este Pagaré dentro de quince días después de la fecha de
installment is due.
vencimiento de dicho plazo.

and, (c) during the fourth and fifth loan year one percent (1%) of the total amount prepaid during each -----
(c) durante el cuarto y quinto año del préstamo uno por ciento (1%) de la cuantía total de los pagos
corresponding loan year.-----

anticipados hechos durante cada año correspondiente.-----

--Presentment, notice of dishonor, and protest are hereby waived by all makers,
--Por la presente se renuncian los derechos de presentación, aviso de rechazo, y protesto por todos los otorgantes,
sureties, guarantors and endorsers hereof. This Note shall be the joint and several obligation of all
fiadores, garantizadores y endosantes del presente. Este Pagaré constituye la obligación solidaria de todos sus
makers, sureties, guarantors and endorsers, and shall be binding upon them and their heirs,
otorgantes, fiadores, garantizadores y endosantes y les obliga así como a sus herederos,
personal representatives, successors and assigns.-----
representantes personales, sucesores y cesionarios.-----

--Any notice to Borrower provided for in this Note shall be given by mailing such notice by
--Cualquier notificación al Deudor dispuesta en este Pagaré deberá ser ----- por
certified mail addressed to Borrower at the Property Address stated below, or to such other address as
correo certificado dirigida al Deudor a la Dirección de la Propiedad que abajo se indica, o a cualquier otra dirección que
Borrower may designate by notice to the Note Holder. Any notice to the Note Holder shall be
el Deudor designe mediante notificación al tenedor de este Pagaré. Cualquier notificación al tenedor de este Pagaré deberá ser
given by mailing such notice by certified mail, return receipt requested, to the Note Holder hereof at the address
enviada por correo certificado, con acuse de recibo, al tenedor de este Pagaré a la dirección
stated in the first paragraph of this Note, or at such other address as may have been designated by notice
indicada en el primer párrafo de este Pagaré, o a cualquier otra dirección que se haya designado mediante notificación
to Borrower.-----
al Deudor.-----

--The indebtedness evidenced by this Note is secured by a Mortgage, dated of even date herewith,
--La deuda evidenciada por este Pagaré está garantizada por una hipoteca, de fecha igual a la presente, sobre propiedad según indicada
on the property as indicated in Deed number -----477----- before the subscribing Notary.-----
en la Escritura número ----- ante el Notario suscribiente.-----


WILFREDO REYES RIVERA


ANA GARCIA ALEMAN

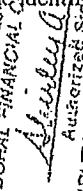
Property Address-Dirección de la Propiedad
RD 181 KM 11.5 QUEBRADA NEGRITO
TRUJILLO ALTO, PUERTO RICO 00927

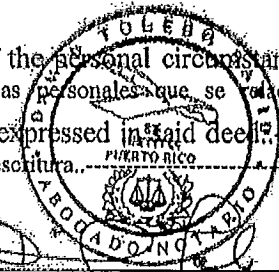
(Execute Original Only)
(Otorguese el Original Unicamente)

Affidavit number: -----3,228-----

---Acknowledged and subscribed before me by the above signatories, of the personal circumstances contained in
---Reconocido y suscrito ante mí por las arriba firmantes, de las circunstancias personales que se relacionan en la antes
the Mortgage Deed herein before described, whom I have identified as expressed in said deed.-----
descrita escritura de hipoteca y a quienes he identificado según se expresa en la misma escritura.-----

Pay to the order of:
DORAL FINANCIAL CORPORATION
No Recourse
DORAL MORTGAGE CO. GP.
Authorized Signatory

FIRST BANK OF PUERTO RICO
Without Recourse
HF Mortgage Bank
DORAL FINANCIAL CORPORATION
By: 
SHIRLEY A. ELARQUI
Date: -----


Notary Public-Notario Público

---En la misma fecha y
lugar de su otorgamiento
expedí primera copia
certificada a favor del
Acreedor *David Toledo*

---NUMBER: FOUR HUNDRED SEVENTY SEVEN (477)---

FIRST MORTGAGE

PRIMERA HIPOTECA

--- In the City of --- San Juan --- Puerto Rico, ---
--- En la Ciudad de --- Puerto Rico, ---

this ---twenty-ninth(29) day of september two thousand---
hoy día de

four (2004)---

BEFORE ME

ANTE MI

---DAVID TOLEDO DAVID---

, a Notary Public
, Notario Público

in Puerto Rico, with residence in the City of --- Gurabo ---
en Puerto Rico con residencia en la Ciudad de

Puerto Rico, and with offices at --- San Juan ---
Puerto Rico, y con oficinas en
Puerto Rico.
Puerto Rico.

APPEAR

COMPARECE(N)

---The person(s) mentioned in paragraph SEVENTH hereof (herein
---La(s) persona(s) mencionada(s) en el párrafo SEPTIMO (en adelante

"Borrower"), and in paragraph EIGHTH (herein "the Lender")--
"el Deudor") y en el párrafo O C T A V O en adelante "el --
Prestador).

I, the Notary certify that I personally known the appearing
parties

Yo, el Notario certifico que conozco personalmente a los
comparecientes

herein and through their statements as to their ages, civil status,
y por sus dichos de sus edades, estados civiles,

occupations and residences. They assure me that they have, and in my
ocupaciones y residencias. Ellos me aseguran que tienen, y a mi

judgment they do have, the necessary legal capacity to execute this
juicio tienen, la capacidad legal necesaria para otorgar esta

deed; wherefore they freely

escritura; por tanto libremente

STATE AND COVENANT:

DECLARAN Y CONVIENEN:

---FIRST: That Borrower is owner of the property described in
---PRIMERO: Que el Deudor es dueño de la propiedad descrita en

paragraph FIFTH hereof (herein "Property") and has the
el párrafo QUINTO de la presente (en adelante "la Propiedad") y que tiene el

right to mortgage said Property, that the Property is unencumbered,
derecho de hipotecar dicha Propiedad, que la Propiedad se halla libre de cargas



and that Borrower will warrant and defend the title to said
y gravámenes y que, el Deudor garantizará y defenderá su título a dicha

Property against all claims and demands, subject to any declarations,
Propiedad contra toda reclamación y demanda, sujeto a cualquier declaración,

easements or restrictions listed in a schedule of exceptions to coverage
servidumbre o restricción detallada en la lista de excepciones a cubierta

in any title insurance policy insuring the interest in the Property
en cualquier póliza de seguro de título que asegure el interés en la Propiedad

of the Lender mentioned in paragraph EIGHTH hereof (herein
del Prestador mencionado en el párrafo OCTAVO de la presente (en adelante

"Lender"),
"el Prestador").

---SECOND: That Borrower is indebted to Lender in the
---SEGUNDO: Que el Deudor adeuda al Prestador la

principal sum of FIFTY THOUSAND DOLLARS (\$50,000.00)
suma principal de

with interest thereon at the rate of NINE POINT NINETY FIVE
con interés sobre la misma a razón del

percent (%) per annum, which indebtedness is evidenced by a certain
por ciento (%) anual, cuya deuda está evidenciada por un

note payable to Lender, or to its order, dated September twenty-nine
pagaré pagadero al Prestador, o a su orden, fechado

two thousand four (2004) under affidavit number

"3,228" before the subscribing notary.

(herein "Note"), providing for monthly installments of
(en adelante "el Pagaré") en el cual se dispone para el pago de plazos mensuales de

principal and interest with the balance of the indebtedness, if not
principal e intereses con el balance de la deuda, si no ha sido

sooner paid, due and payable on the first day of October
antes satisfecho, venciendo y pagadero el

two thousand thirty four (2034).

---THIRD: To secure to Lender or to the holder by endorsement of

---TERCERO: Para garantizar al Prestador o al tenedor por endoso del

the note (a) the repayment of the indebtedness evidenced by the Note,
Pagaré, (a) el pago de la deuda evidenciada por el Pagaré,

with interest thereon, (b) the performance of the covenants and
con sus intereses, (b) el cumplimiento de los pactos y

agreements of Borrower herein contained; (c) an amount of ten percent
convenios del Deudor aquí contenidos, (c) una suma equivalente al diez por ciento

of the original principal amount of the Note to cover costs, expenses and
de lo cuantía original del principal del Pagaré para cubrir costas, gastos y

attorney's fees in the event the holder of the Note is required to honorarios de abogado en caso de que el tenedor del Pagaré tenga que

foreclose this Mortgage or seek judicial collection, or collection ejecutar esta Hipoteca o recurrir a procedimiento judicial para su cobro, o su cobro,

in any proceeding in bankruptcy of the Borrower, which amount shall en cualquier procedimiento en quiebra del Deudor, cuya suma será

be considered liquid and payable by the sole act of filing the complaint considerada líquida y exigible por el solo acto de la radicación de la demanda

and shall be in addition to the principal amount of the Note, (d) and y será en adición al principal del Pagaré, (d) una

amount of ten percent of the original principal amount of the Note suma equivalente al diez por ciento de la cuantía original del principal del Pagaré,

to cover any other advances which may be made under this Mortgage para cubrir cualquier otro anticipo que pueda hacerse bajo esta Hipoteca,

and (e) an amount of ten percent of the original principal amount of the y (e) una suma equivalente al diez por ciento de la cuantía original del principal del

Note to cover interest in addition to that secured by law, Borrower Pagaré para cubrir intereses en adición a los garantizados por ley, el Deudor.

does hereby create a voluntary ---first--- mortgage on the Property, In the por la presente constituye Hipoteca voluntaria sobre la Propiedad. En caso

event this Mortgage is not recorded at the Registry with the agreed de que esta Hipoteca no sea inscrita en el Registro de la Propiedad con el

rank, the same shall constitute a default hereunder entitling rango convenido, ello constituirá un incumplimiento bajo la presente facultando al

Lender to the remedies provided in paragraph 18 hereof. --- Prestador a los remedios dispuestos en el párrafo 18 de la presente. ---

--- FOURTH: Borrower and Lender further covenant and agree --- CUARTO: El Deudor y el Prestador pactan y convienen, además,

as follows: --- lo siguiente: ---

--- 1. Payment of Principal and Interest. Borrower shall promptly pay --- 1. Pago de Principal e Intereses. El Deudor pagará puntualmente

when due the principal of and interest on the indebtedness evidenced cuando vengán, el principal e intereses de la deuda evidenciada

by the Note, prepayment and late charges as provided in the por el Pagaré, y los cargos por pago anticipado y retardado según dispuesto en el

Note, --- Pagaré, ---

--- 2. Funds for Taxes and Insurance. Subject to applicable law --- 2. Fondos para Contribuciones y Seguros. Sujeto a las disposiciones de ley

or to a written waiver by Lender, Borrower shall pay to Lender aplicables o a renuncia escrita del Prestador, el Deudor pagará al Prestador

on the day monthly installments of principal and interest are en la fecha en que son pagaderos según el Pagaré, los plazos de principal e intereses, payable under the Note, until the Note is paid in full, a sum hasta que el Pagaré sea satisfecho, totalmente, una suma

(herein "Funds") equal to one-twelfth of the yearly taxes (en adelante "los Fondos") equivalentes a una duodécima parte de las contribuciones

and assessments which may attain priority over this Mortgage, e impuestos anuales que puedan adquirir prioridad sobre esta Hipoteca,

plus one-twelfth of yearly premium installments of hazard insurance, más una duodécima parte de la prima anual de seguro contra riesgos,

plus one-twelfth of yearly premium installments for más una duodécima parte de la prima anual del

mortgage insurance, if any, all as reasonably estimated ini- seguro de hipoteca, si alguno, todos según razonablemente sean estimados ini-

tially and from time to time by Lender on the basis of assess- cialmente y de tiempo en tiempo por el Prestador en base a imposicio-

ments and bills and reasonable estimates thereof. In addition, nes y facturas y estimados razonables de los mismos. Adicionalmente,

if this Mortgage is on a condominium, or any other type of si esta Hipoteca es sobre un condominio o cualquier otra clase de

association wherein property is jointly owned or adminis- régimen mediante el cual la propiedad se posee o adminis-

tered and obligations for maintenance thereon arise in the Borrower, tra en común y surjan obligaciones para el Deudor

the Borrower, at Lender's option, shall pay to Lender respecto a su mantenimiento, a opción del Prestador, el Deudor pagará al Prestador

at the time herein provided, one-twelfth of the en las fechas aquí dispuestas una duodécima parte de los

annual maintenance charges, and shall immediately pay to Lender cargos anuales de mantenimiento y pagará inmediatamente al Prestador

all special assessments made. The Funds shall be held in an todas las derramas especiales que se impongan. Los Fondos serán depositados en una

institution the deposits or accounts of which are insured by a institución cuyas cuentas o depósitos estén asegurados por una

Federal agency (including Lender if Lender is such an agencia federal (incluyendo al Prestador, si el Prestador es una

institution)... Lender shall apply the Funds to pay said institución de este tipo)... El Prestador aplicará los Fondos al pago de dichas

taxes, assessments, insurance premiums, maintenance fees, and contribuciones, impuestos, primas de seguro, cargos de mantenimiento y

special assessments. Lender may not charge for so holding and derramas especiales. El Prestador no podrá cobrar por dichos servicios de depósito y

applying the Funds, analyzing said account, or verifying and compiling
aplicación de fondos, análisis de cuenta o la verificación y compilación de

said assessments and bills unless Lender pays Borrower interest
dichos impuestos y facturas a menos que el Prestador pague al Deudor intereses

on the Funds and applicable law permits Lender to make such a
sobre los Fondos y la ley aplicable permita al Prestador cobrar por dichos

charge. Borrower and Lender may agree in writing at the time of
servicios. El Deudor y el Prestador podrán acordar por escrito al tiempo de

execution of this Mortgage that interest on the Funds shall be paid to
otorgamiento de esta Hipoteca el pago de intereses sobre los Fondos al

Borrower, and unless such agreement is made or applicable law
Deudor y, a menos que se haga tal acuerdo o la ley aplicable

requires such interest to be paid, Lender shall not be required to pay
requiera el pago de dichos intereses, no se requerirá que el Prestador pague

Borrower any interest or earnings on the Funds. Lender shall give to
interés alguno o ingresos al Deudor sobre los Fondos. El Prestador dará al

Borrower, without charge, an annual accounting of the Funds showing
Deudor, libre de costo, un estado de cuenta anual de los Fondos indicando

credits and debits to the Funds and the purpose for which each debit
débitos y créditos a los Fondos y el propósito para el cual fue hecho cada débito

to the Funds was made. The Funds are pledged as additional security
a los Fondos. Los Fondos quedan depositados en prenda como garantía adicional

for the sums secured by this Mortgage. —————
de las sumas garantizadas por esta Hipoteca. —————

— If the amount of the Funds held by Lender, together with the
— Si la suma de los Fondos en manos del Prestador, junto con los

future monthly installments of Funds payable prior to the due dates
plazos mensuales futuros de Fondos pagaderos antes de la fecha de vencimiento

of taxes, assessments, insurance premiums and maintenance charges,
de las contribuciones, impuestos, primas de seguro y cargos de mantenimiento,

shall exceed the amount required to pay said taxes, assessments,
exceden de la cantidad necesaria para pagar dichas contribuciones, impuestos,

insurance premiums and maintenance charges as they fall due, such
primas de seguro y cargos de mantenimiento según vayan, dicho

excess shall be, at Borrower's option, either promptly repaid to
exceso será, a opción del Deudor, reembolsado inmediatamente al

Borrower or credited to Borrower on monthly installments of Funds.
Deudor o acreditado a los plazos mensuales de Fondos del Deudor.

If the amount of the Funds held by Lender shall not be sufficient to
Si la cantidad de los Fondos en manos del Prestador no fuere suficiente para

pay taxes, assessments, insurance premiums, maintenance fees and
pagar contribuciones, impuestos, primas de seguro, cargos de mantenimiento y

special assessments as they fall due, Borrower shall pay to Lender any derramas especiales según vengan, el Deudor pagará al Prestador cualquier

amount necessary to make up the deficiency within thirty (30) days cantidad necesaria para completar la deficiencia dentro de treinta (30) días

from the date notice is mailed by Lender to Borrower a partir de la fecha de envío por correo de notificación por el Prestador al Deudor

requesting payment thereof, requiriendo su pago.

— Upon payment in full of all sums secured by this Mortgage, — Una vez pagadas por completo todas las cantidades aseguradas por esta Hipoteca,

Lender shall promptly refund to Borrower any Funds el Prestador reembolsará inmediatamente al Deudor, cualesquiera Fondos

held by Lender. If under paragraph 18 hereof the en manos del Prestador. Si bajo las disposiciones del párrafo 18 de la presente, la

Property is sold or the Property is otherwise acquired by Lender, Propiedad es vendida o la Propiedad es de otro modo adquirida por el Prestador,

Lender shall apply, no later than immediately prior to the sale el Prestador aplicará, no más tarde de inmediatamente antes de la venta

of the property or its acquisition by Lender, any Funds held by de la Propiedad o su adquisición por el Prestador, cualesquiera Fondos en manos del

Lender, at the time of application as a credit against the sums secured Prestador al momento de su aplicación como crédito contra las sumas aseguradas

by this Mortgage, por esta Hipoteca.

— 3. Application of Payments. Unless applicable law provides — 3. Aplicación de Pagos. Excepto cuando ley aplicable disponga

otherwise, all payments received by Lender under the Note and lo contrario, todos los pagos recibidos por el Prestador, bajo el Pagaré y

paragraphs 1 and 2 hereof shall be applied by Lender first in los párrafos 1 y 2 de la presente serán aplicados por el Prestador primero al

payment of amounts payable to Lender by Borrower under paragraph pago de los sumas pagaderas al Prestador por el Deudor bajo el párrafo

2 hereof, then to interest payable on the Note and then to the principal of the Note, 2 de la presente, luego a interés pagadero bajo el Pagaré y luego al principal del Pagaré.

— 4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, if any, Propiedad que puedan obtener prioridad sobre esta Hipoteca, si algunos,

in the manner provided under paragraph 2 hereof or, if not paid in en la forma dispuesta bajo el párrafo 2 de la presente o, si no son pagados en such manner, by Borrower making payment, when due, directly to the dicha forma, mediante el pago por el Deudor, cuando vengan, directamente al payee thereof. Borrower shall promptly furnish to Lender all acreedor de los mismos. El Deudor suministrará inmediatamente al Prestador todas notices of amounts due under this paragraph, and in the event las notificaciones de cantidades vencidas bajo esta párrafo, y, en caso de que Borrower shall make payment directly, Borrower shall promptly furnish el Deudor pague directamente, el Deudor suministrará inmediatamente to Lender receipts evidencing such payments. Borrower al Prestador los recibos que evidencien dichos pagos. El Deudor shall promptly discharge any lien which has priority over this descargará inmediatamente cualquier gravamen que tenga prioridad sobre esta Mortgage; provided, that Borrower shall not be required to discharge Hipoteca; disponiéndose, que no se requerirá que el Deudor descargue any such lien so long as Borrower shall agree in writing to the payment cualquiera de dichos gravámenes cuando el Deudor acuerde por escrito pagar of the obligation secured by such lien in a manner acceptable to la obligación garantizada por dicho gravamen en forma aceptable al Lender, or shall in good faith contest such lien by, or defend Prestador, o cuando impugne de buena fe dicho gravamen mediante, o defienda contra enforcement of such lien in, legal proceedings which operate la ejecución de dicho gravamen en, procedimientos legales que produzcan to prevent the enforcement of the lien or forfeiture of the Property el efecto de evitar la ejecución del gravamen o la pérdida, de la Propiedad or any part thereof. ----- o de cualquier parte de la misma. -----

5. Hazard Insurance. Borrower shall keep the improvements now 5. Seguro de Riesgos. El Deudor mantendrá las mejoras ahora existing or hereafter erected on the Property insured against loss existentes o en adelante erigidas en la Propiedad aseguradas contra pérdida by fire, hazards included within the term "extended coverage", and por fuego, riesgos incluidos dentro de término "cubierta extensa", y such other hazards as Lender may require, and in such amounts and tales otros riesgos como el Prestador pueda requerir y en las cantidades y for such periods as Lender may require; provided, that Lender por los términos que el Prestador pueda requerir; disponiéndose, que el Prestador shall not require that the amount of such coverage exceed that amount no podrá requerir que el monto de dicha cubierta exceda del monto of coverage required to pay the sums secured by this Mortgage. ----- de cubierta necesario para pagar las sumas aseguradas por esta Hipoteca. -----

— The insurance carrier providing the insurance shall be chosen by
— El asegurador que proporcione el seguro será escogido por

Borrower subject to approval by Lender; provided, that such
el Deudor sujeto a la aprobación del Prestador; disponiéndose que tal
approval shall not be unreasonably withheld. All premiums on
aprobación no será denegada irrazonablemente. Todas las primas de

insurance policies shall be paid in the manner provided under
pólizas de seguro serán pagadas en la forma dispuesta bajo
paragraph 2 hereof or, if not paid in such manner, by
el párrafo 2 de la presente o, si no pagados en dicha forma, mediante

Borrower making payment, when due, directly to the insurance carrier.
el pago directo por el Deudor al asegurador a su vencimiento.

— All insurance policies and renewals thereof shall be in form accept-
— Todas las pólizas de seguro y sus renovaciones serán en forma acep-

table to Lender and shall include a standard mortgage clause
table al Prestador e incluirán la cláusula usual de protección al acreedor hipotecario
in favor of and in form acceptable to Lender. Lender shall have the
a favor de y en forma aceptable al Prestador. El Prestador tendrá el

right to hold the policies and renewals thereof, and Borrower
derecho de poseer las pólizas y sus renovaciones y el Deudor

shall promptly furnish to Lender all renewal notices and
suministrará al Prestador inmediatamente todas las notificaciones de renovación y

all receipts of paid premiums. In the event of loss, Borrower shall give
todos los recibos de primas pagadas. En caso de pérdida, el Deudor dará

prompt notice to the insurance carrier and Lender, and Lender may
notificación inmediata al asegurador y al Prestador, y el Prestador podrá

make proof of loss if not made promptly by Borrower.
hacer la prueba de pérdida si el Deudor no lo hace inmediatamente.

— Unless Lender and Borrower otherwise agree in writing,
— A menos que el Prestador y el Deudor acuerden lo contrario por escrito,

insurance proceeds shall be applied to restoration or re-
las indemnizaciones provenientes de seguros serán aplicadas a la restauración o re-

pair of the Property damaged, provided such restoration or
paración de la Propiedad afectada, bajo condición de que dicha restauración o

repair is economically feasible and the security of this Mortgage is not
reparación sea económicamente factible y la garantía de esta Hipoteca no quede

thereby impaired. If such restoration or repair is not economically
por ello menoscabada. Si tal restauración o reparación no fuere económicamente

feasible or if the security of this Mortgage would be impaired, the
factible o si la garantía de esta Hipoteca fuere menoscabada, las

insurance proceeds shall be applied to the sums secured.
indemnizaciones provenientes de seguros serán aplicadas a las sumas garantizadas

by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower or if Borrower fails to respond to Lender within thirty (30) days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage. ———

por esta Hipoteca, y el exceso, si alguno, pagado al Deudor. Si la Propiedad es abandonada por el Deudor, o si el Deudor dejare de responder al Prestador dentro de treinta (30) días a partir de la fecha de envío por correo de notificación por el Prestador al Deudor de que el asegurador ofrece transigir una reclamación de beneficios de seguro, el Prestador queda autorizado a cobrar y aplicar las indemnizaciones provenientes de seguro a opción del Prestador a la restauración o reparación de la Propiedad o a las sumas aseguradas por esta Hipoteca. ———

within thirty (30) days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage. ———

dentro de treinta (30) días a partir de la fecha de envío por correo de notificación por el Prestador al Deudor de que el asegurador ofrece transigir una reclamación de beneficios de seguro, el Prestador queda autorizado a cobrar y aplicar las indemnizaciones provenientes de seguro a opción del Prestador a la restauración o reparación de la Propiedad o a las sumas aseguradas por esta Hipoteca. ———

repair of the Property or to the sums secured by this Mortgage. ———

reparación de la Propiedad o a las sumas aseguradas por esta Hipoteca. ———

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. ———

A menos que el Prestador y Deudor acuerden lo contrario por escrito, cualquier tal aplicación de las indemnizaciones a principal no actuará para extender o posponer la fecha de vencimiento de los plazos mensuales a los cuales se hace referencia en los párrafos 1 y 2 de la presente o cambiar el monto de dichos plazos. ———

such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. ———

en los párrafos 1 y 2 de la presente o cambiar el monto de dichos plazos. ———

in paragraphs 1 and 2 hereof or change the amount of such installments. ———

Si bajo el párrafo 18 de la presente la Propiedad es adquirida por el Prestador, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition. ———

Si bajo el párrafo 18 de la presente la Propiedad es adquirida por el Prestador, todo derecho, título e interés del Deudor en y sobre cualesquiera pólizas de seguros y en y sobre los fondos provenientes de las mismas como resultado de daños a la Propiedad anteriores a la venta o adquisición pasarán al Prestador hasta el monto de las sumas aseguradas por esta Hipoteca inmediatamente antes de dicha venta o adquisición. ———

all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition. ———

Si bajo el párrafo 18 de la presente la Propiedad es adquirida por el Prestador, todo derecho, título e interés del Deudor en y sobre cualesquiera pólizas de seguros y en y sobre los fondos provenientes de las mismas como resultado de daños a la Propiedad anteriores a la venta o adquisición pasarán al Prestador hasta el monto de las sumas aseguradas por esta Hipoteca inmediatamente antes de dicha venta o adquisición. ———

extent of the sums secured by this Mortgage immediately prior to such sale or acquisition. ———

venta o adquisición. ———

6. Preservation and Maintenance of Property; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property. If this Mortgage is on a unit in a condominium or a

6. Conservación y Mantenimiento de la Propiedad; Condominios; Proyectos de Unidades Planificadas. El Deudor mantendrá la Propiedad en buen estado de reparación y no permitirá ni causará deterioro o menoscabo de la Propiedad. Si esta Hipoteca es sobre una unidad en un condominio o un

Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property. If this Mortgage is on a unit in a condominium or a

Proyectos de Unidades Planificadas. El Deudor mantendrá la Propiedad en buen estado de reparación y no permitirá ni causará deterioro o menoscabo de la Propiedad. Si esta Hipoteca es sobre una unidad en un condominio o un

planned unit development, or if Borrower is a member of any other
proyecto de unidades planificadas, o si el Deudor es un miembro de cualquier otra

type of association wherein property is jointly owned or administered.
clase de régimen mediante el cual la propiedad se posee o administra en común

and obligations for maintenance thereof arise in the Borrower,
y surjan obligaciones para el Deudor respecto a su mantenimiento,

Borrower shall perform all of Borrower's obligations under the declara-
el Deudor cumplirá con todas las obligaciones del Deudor bajo la declara-

tion or covenants creating or governing the condominium or
ción o convenios que establecen o gobiernan el condominio o

planned unit development, the by-laws and regulations of the condo-
proyecto de unidades planificadas, las reglas y los reglamentos del condo-

minium or planned unit development, and constituent documents, or
minio o proyecto de unidades planificadas y los documentos constituyentes, o

arising from Borrower's membership in such association. ———
que surgen de la condición de miembro del Deudor en dicha asociación. ———

—— 7. Protection of Lender's Security. If Borrower fails to perform.
—— 7. Protección de la Garantía del Prestador. Si el Deudor dejare de cumplir

the covenants and agreements contained in this Mortgage, or if
los pactos y convenios contenidos en este Hipoteca, o si

any action or proceeding is commenced which materially affects
se comenzare alguna acción o procedimiento que materialmente afecte

Lender's interest in the Property, including, but not limited to,
el interés del Prestador en la Propiedad, incluyendo, sin implicar limitación,

eminent domain, insolvency, enforcement of regulations of the
de expropiación, insolvencia, ejecución, de reglamentación de la

Planning Board of Puerto Rico or arrangements or
Junta de Planificación de Puerto Rico, o concurso de acreedores o

proceedings involving a bankrupt or decedent, then Lender
procedimientos relacionados con un quebrado o un causante, el Prestador,

at Lender's option, upon notice to Borrower, may make such
a opción del Prestador, previa notificación al Deudor, podrá hacer aquellas

appearances, disburse such sums and take such action as is necessary
comparecencias, desembolsos de dineros y tomar cualquier acción que sea necesaria

to protect Lender's interest, including, but not limited to,
para proteger el interés del Prestador incluyendo, sin implicar limitación,

disbursement of reasonable attorney's fees and entry upon the Property
desembolso de honorarios razonables de abogado y entrar a la Propiedad

to make repairs. ———
para efectuar reparaciones. ———

—— If Lender required mortgage insurance as a condition of making.
—— Si el Prestador requirió seguro hipotecario como condición para hacer.

the loan secured by this Mortgage, Borrower shall pay the premiums
el préstamo garantizado por esta Hipoteca, el Deudor pagará las primas
required to maintain such insurance in effect until such time
requeridas para mantener en vigor dicho seguro hasta que expire el término durante

as the requirement for such insurance terminates in accordance with
el cual debe mantenerse en vigor dicho seguro de acuerdo con

Borrower's and Lender's written agreement or applicable law, Borrower
el convenio escrito entre el Prestador y Deudor o la ley aplicable, El Deudor

shall pay the amount of all mortgage insurance premiums in the
pagará el monto de todas las primas del seguro hipotecario según

manner provided under paragraph 2 hereof. —————
dispuesto en el párrafo 2 de la presente. —————

— Any amounts disbursed by Lender pursuant to this
— Cualesquiera sumas desembolsadas por el Prestador bajo las disposiciones de este

paragraph 7, with interest thereon, shall become additional indebtedness
párrafo 7, con intereses sobre las mismas, serán deuda adicional

of Borrower secured by this Mortgage. Unless Borrower and Lender
del Deudor garantizada por esta Hipoteca. A menos que Deudor y Prestador

agree to other terms of payment, such amounts shall be payable
convengan otros términos de pago, dichas sumas serán pagaderas

upon notice from Lender to Borrower requesting payment thereof,
inmediatamente que el Prestador notifique al Deudor requiriendo pago de las mismas,

and shall bear interest from the date of disbursement at the rate
y devengarán intereses a partir de la fecha de desembolso al tipo

payable from time to time on outstanding principal under the Note
pagadero de tiempo en tiempo sobre el principal adeudado bajo el Pagaré,

unless payment of interest at such rate would be contrary to
excepto cuando el pago de dicho interés a razón de dicho tipo resulte contrario a

applicable law, in which event such amounts shall bear interest at
ley aplicable, en cuyo caso dichas sumas devengarán intereses al

the highest rate permissible under applicable law. Nothing contained in
tipo más alto permisible bajo la ley aplicable. Nada de lo expresado en

this paragraph 7 shall require Lender to incur any expense or take
este párrafo 7 requerirá del Prestador que incurra en ningún gasto o tome

any action hereunder. —————
acción alguna bajo el mismo. —————

— 8. Inspection. Lender may make or cause to be made
— 8. Inspección. El Prestador podrá hacer o causar que se hagan

reasonable entries upon and inspections of the Property, provided that
entradas razonables a, e inspecciones de, la Propiedad, disponiéndose que

Lender shall give Borrower notice prior to any such inspection speci-
el Prestador dará notificación previa al Deudor de tales inspecciones especí-

fyng reasonable cause therefor related to Lender's interest in
ficando causa razonable para las mismas relacionadas con el interés del Prestador en
the Property. _____
la Propiedad. _____

— 9. Condemnation. The proceeds of any award or claim
— 9. Expropiación. Los fondos provenientes de cualquier laudo o reclamación

for damages, direct or consequential, in connection with any condemna-
por daños, directos o emergentes, en relación con cualquier expropia-
tion or other taking of the Property, or part thereof, or for conveyance
ción o enajenación forzosa de la Propiedad, o parte de la misma, o por traspaso

in lieu of condemnation, are hereby assigned and shall be paid to
en lugar de expropiación, quedan por la presente cedidos y serán pagados al

Lender. _____
Prestador. _____

— In the event of a total taking of the Property, the
— En caso de enajenación forzosa total de la Propiedad, los

proceeds shall be applied to the sums secured by this Mortgage;
fondos provenientes serán aplicados a las sumas garantizadas por esta Hipoteca,

with the excess, if any, paid to Borrower. In the event of a
y el exceso, si alguno, pagado al Deudor. En caso de una

partial taking of the Property, unless Borrower and Lender
enajenación forzosa parcial de la Propiedad, a menos que el Deudor y el Prestador

otherwise agree in writing, there shall be applied to the sums secured
acuerden por escrito lo contrario, se aplicará a las sumas garantizadas

by this Mortgage such proportion of the proceeds as is equal to that
por esta Hipoteca tal proporción de los fondos provenientes que equivalga a la

proportion which the amount of the sums secured by this Mortgage
proporción que el monto de las sumas aseguradas por esta Hipoteca

immediately prior to the date of taking bears to the fair market value
inmediatamente antes de la fecha de enajenación forzosa guarde al valor en el mercado

of the Property immediately prior to the date of taking, with the
de la Propiedad inmediatamente antes de la fecha de la enajenación forzosa, y el

balance of the proceeds paid to Borrower. _____
balance de dichos fondos serán pagados al Deudor. _____

— If the Property is abandoned by Borrower or if, after
— Si la Propiedad es abandonada por el Deudor, o si después

notice by Lender to Borrower that the condemnor offers to make
que el Prestador notifique al Deudor que el expropiante ofrece hacer

an award or settle a claim for damages, Borrower fails to respond
un laudo o transigir una reclamación por daños, el Deudor dejara de responder

to Lender within thirty (30) days of the date
al Prestador dentro del término de treinta (30) días a partir de la fecha de

such notice is mailed, Lender is authorized to collect and apply,
envío por correo de dicha notificación, el Prestador queda autorizado a cobrar y aplicar

the proceeds at Lender's option either to restoration or repair of the
los fondos provenientes, a opción del Prestador, a restaurar o reparar la

Property or to the sums secured by this Mortgage. _____
Propiedad o al pago de las sumas, aseguradas por esta Hipoteca. _____

— Unless Lender and Borrower otherwise agree in writing,
— A, menos que el Prestador y el Deudor acuerden lo contrario por escrito,

any such application of proceeds to principal shall not extend or post-
dicha aplicación de fondos a principal no extenderá o pos-

pone the due date of the monthly installments referred to in
pondrá la fecha de vencimiento de los plazos mensuales a los cuales se refieren los

paragraphs 1 and 2 hereof or change the amount of such installments,
párrafos 1 y 2 de la presente, ni cambiará el monto, de dichos plazos,

— 10. Borrower Not Released. Extension of the time for payment or
— 10. Deudor no queda Relevado. Ni la prórroga de la fecha de pago, ni

modification of amortization of the sums secured by this Mortgage
la modificación de la amortización de las sumas aseguradas por esta Hipoteca

granted by Lender to any successor in interest of Borrower shall not be
concedidas por el Prestador a cualquier sucesor en título, constituirá

a novation of this Mortgage nor operate to release, in any manner, the
una novación de esta Hipoteca ni relevará, en forma alguna,

liability of the original Borrower and Borrower's successors in interest.
al Deudor original ni a los sucesores en título del Deudor de responsabilidad.

Lender shall not be required to commence proceedings against such
No se requerirá del Prestador que comience procedimientos contra tal

successor or refuse to extend time for payment or otherwise modify
sucesor, ni que rehuse extender la fecha de pago o de otra forma modifique

amortization of the sums secured by this Mortgage by
la amortización de las sumas garantizadas por esta Hipoteca por

reason of any demand made by the original Borrower and
razón de cualquier exigencia del Deudor original y

Borrower's successors in interest. _____
los sucesores del Deudor, _____

— 11. Forbearance by Lender Not a Waiver. Any
— 11. Indulgencia de Morosidad por Prestador no Constituye Renuncia. Cualquier

forbearance by Lender in exercising any
indulgencia de morosidad concedida por el Prestador en el ejercicio de cualquier

right or remedy hereunder, or otherwise afforded by applicable law,
derecho o remedio bajo la presente, o de otro modo concedida por ley aplicable,

shall not be a waiver of or preclude the exercise of any right or remedy.
no constituirá una renuncia ni impedirá el ejercicio de cualquier derecho o remedio.

The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

La obtención de seguros, o el pago de contribuciones u otra carga o gravamen, por el Prestador, no constituirá renuncia del derecho del Prestador a acelerar el vencimiento de la deuda garantizada por esta Hipoteca.

12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

12. Remedios Cumulativos. Todos los remedios dispuestos en esta Hipoteca son independientes de, y cumulativos a, cualquier otro derecho o remedio bajo esta Hipoteca u ofrecido por ley o equidad, y podrán ser ejercidos concurrentemente, independientemente o sucesivamente.

13. Successors and Assigns Bound. Joint and Several Liability.

13. Sucesores y Cesionarios Obligados. Responsabilidad Solidaria.

Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

Títulos. Los pactos y convenios contenidos en la presente obligarán, y los derechos concedidos bajo la presente beneficiarán, a los sucesores y cesionarios respectivos del Prestador y del Deudor, sujeto a las disposiciones del párrafo 17 de la presente. Todos los convenios del Deudor serán solidarios. Los títulos y epígrafes de los párrafos de esta Hipoteca son para conveniencia únicamente y no serán usados para interpretar las disposiciones de la presente.

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail,

14. Notificación. Excepto por cualquier notificación que la ley aplicable requiera sea dada de otra manera, (a) toda notificación al Deudor dispuesta en esta Hipoteca será dada enviando dicha notificación por correo certificado mail dirigida al Deudor a la Dirección de la Propiedad o a cualquier otra dirección que el Deudor designe por notificación al Prestador según indicado en la presente, y (b) toda notificación al Prestador será dada por correo certificado

return receipt requested, to Lender's address stated herein or to such
con acuse de recibo a la Dirección del Prestador indicada en la presente o a cualquier

other address as Lender may designate by notice to Borrower as
otra dirección que el Prestador designe por notificación al Deudor según

provided herein. Any notice provided for in this Mortgage
indicado en la presente. Se considerará dada cualquier notificación al Prestador

shall be deemed to have been given to Borrower or Lender when given
o al Deudor si se da

in the manner designated herein, _____
en la manera dispuesta en la presente, _____

— 15. Uniform Mortgage; Governing Law; Severability. This form of
— 15. Hipoteca Uniforme; Ley que Rige; Separabilidad. Esta forma de

mortgage was developed from mortgage instruments prepared for
hipoteca fue desarrollada a base de instrumentos hipotecarios preparados para

use throughout the United States of America with limited variations
uso a través de los Estados Unidos de América con cambios limitados

by jurisdiction to constitute a uniform security instrument
por jurisdicción con el propósito de constituir un instrumento uniforme de garantía

covering real property. This Mortgage shall be governed by the law of
inmobiliaria. Esta Hipoteca será regida por la ley de

the jurisdiction in which the Property is located. In the event that any
la jurisdicción en la cual esté localizada la Propiedad. En caso de que cualquier

provision or clause of this Mortgage or the Note conflicts with
disposición o cláusula de esta Hipoteca o del Pagaré conflictiva con

applicable law, such conflict shall not affect other provisions of this
la ley aplicable, dicho conflicto no afectará otras disposiciones de esta

Mortgage or the Note which can be given effect without the
Hipoteca o del Pagaré a las cuales pueda darse efecto sin la

conflicting provision, and to this end the provisions of the Mortgage
disposición conflictiva y, a tal fin, las disposiciones de esta Hipoteca

and the Note are declared to be severable. _____
y del Pagaré son declaradas separables, _____

— 16. Borrower's Copy. Borrower shall be furnished a conformed copy
— 16. Copia del Deudor. El Deudor será suplido con una copia concordante

of the Note and of this Mortgage within seven (7) days of the date of
del Pagaré y de esta Hipoteca dentro de siete (7) días a partir de la fecha del

execution hereof. _____
otorgamiento de la presente, _____

— 17. Transfer of the Property; Assumption. If all or any part of the
— 17. Transferencia de Propiedad; Asunción. Si toda o parte de la

Property or an interest therein is sold or transferred by Borrower
Propiedad, o un interés en la misma, es vendido o transferido por el Deudor

without Lender's prior written consent, excluding (a) the creation
sin el consentimiento previo por escrito del Prestador, excluyendo (a) la creación

of a lien or encumbrance subordinate to this Mortgage, (b) the crea-
de una carga o gravamen subordinada a esta Hipoteca, (b) la crea-

tion of a purchase money security interest for household appliances,
ción de una garantía del precio de compraventa de enseres del hogar,

(c) a transfer by devise or descent or (d) the grant of any
(c) una transferencia por legado o herencia, o (d) la concesión de un

leasehold interest of three years or less not containing an option
derecho de arrendamiento de tres años o menos que no contenga una opción

to purchase, Lender may, at Lender's option, declare all the sums
de compra, el Prestador podrá, a opción del Prestador, declarar todas las sumas

secured by this Mortgage to be immediately due and payable. Lender
aseguradas por esta Hipoteca inmediatamente vencidas y pagaderas. El Prestador

shall have waived such option to accelerate if, prior to the sale, or
habrá renunciado tal derecho de aceleración, si, antes de la venta o

transfer, Lender and the person to whom the Property is to be sold
transferencia, el Prestador y la persona a quien la Propiedad ha de ser vendida

or transferred reach agreement in writing that the credit of such
o transferida llegan a un acuerdo por escrito a efectos de que el crédito de dicha

person is satisfactory to Lender and that the interest payable on
persona es satisfactorio al Prestador y de que el interés pagadero

the sums secured by this Mortgage shall be at such rate as
sobre las sumas aseguradas por esta Hipoteca será el tipo que

Lender shall request. The waiver of the option to accelerate
requiera el Prestador. La renuncia por el Prestador a la opción de aceleración

provided in this paragraph 17 by Lender shall not be interpreted as a
dispuesta en este párrafo 17 no será interpretada como un

release from Borrower's obligations under this Mortgage and the Note.
relevo de las obligaciones del Deudor bajo esta Hipoteca y el Pagaré.

— If Lender exercises such option to accelerate, Lender
— Si el Prestador ejerce dicha opción de aceleración, el Prestador

shall mail Borrower notice of acceleration in accordance with
enviará por correo al Deudor notificación de aceleración de acuerdo con

paragraph 14 hereof. Such notice shall provide a pe-
las disposiciones del párrafo 14 de la presente. Dicha notificación concederá un pe-

riod of not less than thirty (30) days from the date
periodo de no menos de treinta (30) días a partir de la fecha de

the notice is mailed within which Borrower may pay the sums
envío por correo de la notificación durante el cual el Deudor podrá pagar las sumas

declared due. If Borrower fails to pay such sums prior to the
declaradas vencidas. Si el Deudor dejara de pagar dichas sumas antes de la

expiration of such period, Lender may, without further notice or
expiración de dicho período, el Prestador podrá, sin necesidad de notificación o
demand on Borrower, invoke any remedies permitted
requerimiento adicional al Prestador, invocar cualquiera de los remedios permitidos
by paragraph 18 hereof. _____
por el párrafo 18 de la presente. _____

— 18. Acceleration; Remedies. Except as provided in paragraph 17
— 18. Aceleración; Remedios. Excepto según se dispone en el párrafo 17

hereof, upon Borrower's breach of any covenant or agreement of
de la presente, al incumplir el Deudor cualquiera de los pactos o convenios del

Borrower in this Mortgage, including the covenants to pay when due any
Deudor en esta Hipoteca, incluyendo los pactos de pagar a su vencimiento las

sums secured by this Mortgage, Lender prior to acceleration
sumas garantizadas por esta Hipoteca, el Prestador, antes de acelerar su vencimiento,

shall mail notice to Borrower as provided in paragraph 14
enviará por correo notificación al Deudor, según dispuesto en el párrafo 14

hereof specifying: (1) the breach; (2) the action re-
de la presente, especificando lo siguiente: (1) el incumplimiento; (2) la acción re-

quired to cure such breach; (3) a date, not less
querida para subsanar dicho incumplimiento; (3) la fecha límite, que no será anterior

than thirty (30) days from the date the notice is mailed to Bor-
a treinta (30) días a partir de la fecha de envío por correo de la notificación al Deu-

rower, by which such breach must be cured; and (4)
dor, antes de la cual dicho incumplimiento deberá ser subsanado; y (4)

that failure to cure such breach on or before the date
una indicación de que dejar de subsanar dicho incumplimiento en o antes de la fecha

specified in the notice may result in acceleration
límite especificada en la notificación podrá resultar en la aceleración del vencimiento

of the sums secured by this Mortgage, foreclosure by judicial proceeding
de las sumas garantizadas por esta Hipoteca, ejecución por la vía judicial

and sale of the Property. The notice shall further inform Borrower of the
y la venta de la Propiedad. La notificación informará al Deudor, además, de su

right to reinstate after acceleration and the right to assert
derecho a rehabilitación con posterioridad a la aceleración y de su derecho a aséverar

the non-existence of a default or any other defense of Borrower to
la inexistencia de incumplimiento o cualquier otra defensa del Deudor a la

acceleration and foreclosure in the foreclosure proceeding. If the breach
aceleración o ejecución en cualquier procedimiento de ejecución. Si el incumplimiento

is not cured on or before the date specified in the notice,
no es subsanado en o antes de la fecha límite especificada en la notificación,

Lender at Lender's option may declare all of the sums secured by
el Prestador, a opción del Prestador, podrá declarar todas las sumas garantizadas por

this Mortgage to be immediately due and payable without
esta Hipoteca inmediatamente vencidas y pagaderas sin necesidad de

further demand and may foreclose this Mortgage by judicial proceeding.
requerimiento adicional y podrá ejecutar esta Hipoteca por la vía judicial.

Lender shall be entitled to collect in such proceeding all expenses of
El Prestador tendrá derecho a cobrar en dicho procedimiento todos los gastos de

foreclosure, including, but not limited to, attorney's fees, and costs of
ejecución, incluyendo, sin implicar limitación, honorarios de abogado, y el costo de

documentary evidence, abstracts and title reports. —————
evidencia documental, resúmenes y estudios de título. —————

— 19. Borrower's Right to Reinstate. Notwithstanding.
— 19. Derecho de Rehabilitación del Deudor. No empeco

Lender's acceleration of the sums secured by this Mortgage,
la aceleración por el Prestador de las sumas garantizadas por esta Hipoteca,

Borrower shall have the right to have any proceedings begun by
el Deudor tendrá derecho de paralizar cualquier procedimiento comenzado por

Lender to enforce this Mortgage discontinued at any time prior to
el Prestador para ejecutar esta Hipoteca en cualquier momento antes de

entry of a judgement enforcing this Mortgage if: (a) Borrower pays
que se dicte sentencia ejecutando esta Hipoteca si: (a) el Deudor paga

Lender all sums which would be then due under this Mortgage and
al Prestador todas las sumas que estuvieren vencidas bajo esta Hipoteca y

the Note including advances, if any, had no acceleration occurred;
el Pagaré incluyendo adelantos, si algunos, de no haber ocurrido la aceleración;

(b) Borrower cures all breaches of any other covenants or
(b) el Deudor subsana todos los incumplimientos de cualesquiera otros pactos o

agreements of Borrower contained in this Mortgage; (c) Borrower pays
convenios del Deudor contenidos en esta Hipoteca; (c) el Deudor paga

all reasonable expenses incurred by Lender in enforcing the covenants
todos los gastos razonables incurridos por el Prestador en la ejecución de los pactos

and agreements of Borrower contained in this Mortgage and in enforcing
y convenios del Deudor contenidos en esta Hipoteca y en la ejecución

Lender's remedies as provided in paragraph 18 hereof, including,
de los remedios del Prestador dispuestos en el párrafo 18 de la presente, incluyendo,

but not limited to, attorney's fees; and (d) Borrower takes such action
sin implicar limitación, honorarios de abogado; y (d) el Deudor toma aquella acción.

as Lender may reasonably require to assure that the lien of
que el Prestador pueda razonablemente requerir para asegurar que el gravamen de

this Mortgage, Lender's interest in the Property and Borrower's obligation
esta Hipoteca, el interés del Prestador en la Propiedad y la obligación del Deudor

to pay the sums secured by this Mortgage shall continue
de pagar la sumas garantizadas por esta Hipoteca continuarán inalteradas

unimpaired. Upon such payment and cure by Borrower, this
adversamente. Al hacer el Deudor dicho pago y subsanar dicho incumplimiento, esta

Mortgage and the obligations secured hereby shall remain in full force
Hipoteca y las obligaciones garantizadas por la misma quedarán en completa fuerza

and effect as if no acceleration had occurred. —————
y vigor como si no hubiera ocurrido aceleración. —————

— 20. Assignment of Rents; Appointment of Receiver. As
— 20. Cesión de Rentas; Designación de Síndico. Como

additional security hereunder, Borrower hereby assigns to Lender
garantía adicional, el Deudor por la presente cede al Prestador

the rents of the Property, provided that Borrower shall, prior to
las rentas de la Propiedad, disponiéndose que el Deudor, antes de

acceleration under paragraph 18 hereof or abandonment of the
aceleración de vencimiento bajo el párrafo 18 de la presente o abandono de la

Property, have the right to collect and retain such rents
Propiedad, tendrá el derecho de cobrar y retener dichas rentas

as they become due and payable. —————
según vengán y sean pagaderas. —————

— Upon acceleration under paragraph 18 hereof or abandonment of
— Al ocurrir una aceleración bajo el párrafo 18 de la presente o el abandono de

the Property, Lender shall be entitled to have a receiver appointed by a
la Propiedad, el Prestador tendrá derecho a que se designe por un

court to enter upon, take possession of and manage the Property and
tribunal un síndico que entre, tome posesión de y administre la Propiedad y

to collect the rents of the Property including those past due. All
que cobre las rentas de la Propiedad incluyendo las anteriormente vencidas. Todas

rents collected by the receiver shall be applied first to payment of the
las rentas cobradas por el síndico serán aplicadas primero al pago de los

costs of management of the Property and collection of rents, including,
gastos de administración de la Propiedad y del cobro de las rentas incluyendo,

but not limited to, receiver's fees, premiums on receiver's bonds
sin que implique limitación, a los honorarios del síndico, primas de la fianza del síndico

and attorney's fees, and then to the sums secured by this Mortgage.
y honorarios de abogado, y luego a las sumas garantizadas por esta Hipoteca.

The receiver shall be liable to account only for those rents
El síndico será responsable de rendir cuentas únicamente respecto a las rentas

actually received. —————
realmente recibidas. —————

— 21. Release. Upon payment of all sums secured by this
— 21. Descargo. Una vez pagadas todas las sumas garantizadas por esta

Mortgage, Lender shall release and cancel this Mortgage at
Hipoteca, el Prestador descargará y cancelará esta Hipoteca por

Borrower's expense, or, at Borrower's option, endorse the Note "for
cuenta del Deudor o, a opción del Deudor, endosará el Pagaré "para

cancellation only" without charge to Borrower. ---
cancelación únicamente" sin cargo al Deudor. ---

--- FIFTH: The Property. ---
--- QUINTO: La Propiedad. ---

--- The description of the mortgaged Property is: ---
--- La descripción de la Propiedad es la siguiente: ---

---RUSTICA: Finca compuesta de ses punto veintidos cuerdas
radicada en el barrio Quebrada Negrillo de Trujillo Alto, -
Puerto Rico, equivalentes a dos hectáreas, cuarenta y ---
cuatro áreas, cuarenta y siete centiáreas, dos miliáreas-
y cincuenta y ocho diez milésimas de miliáreas. En lindes
por el NORte, con Gonzalo Díaz y María Castro; por el Sur
con Francisco Alemán; por el Este, con Cándido Díaz, ---
Francisco Alemán y Fabián Betancourt; y por el Oeste, con
José García. ---

together with all the structures, improvements now or hereafter
junto con todas las estructuras, mejoras actuales o futuras

erected on the Property and all easements, rights, appurtenances and
en la Propiedad y todas las servidumbres, derechos, pertenencias y

rents, and all fixtures now and hereafter attached to the Property,
rentas, y todos los muebles actualmente o en el futuro adheridos a la Propiedad,

all of which, including replacements and additions thereto shall be
todos los cuales, incluyendo los que los reemplacen o se le añadan en el futuro, serán

deemed to be and remain a part of the Property covered by this
considerados como parte de la Propiedad cubierta por esta

Mortgage. ---
Hipoteca. ---

--- The Property is recorded at folio doscientos tres vuelto ---
--- La Propiedad está inscrita al
(203) del tomo ciento sesenta y cuatro (164) de Trujillo
Alto, finca siete mil novecientos quince (7,915) del ---
Registro de la Propiedad de San Juan, Sección Cuarta ---

--- LIBRE DE CARGAS ---

--- EIGHTH: Lender. The Lender is DORAL MORTGAGE CORPORATION
--- OCTAVO: Prestador. El Prestador es

and the Lender's address is San Juan, Puerto Rico.
y la dirección del Prestador es

--- NINTH: Waiver of Homestead Rights.
--- NOVENO: Renuncia de Hogar Seguro.

--- Borrower hereby waives, in favor of the Lender, to the
--- El Deudor por la presente renuncia, a favor del Prestador, hasta el

fullest extent allowed by law, all homestead and similar rights
límite permitido por ley, todos sus derechos de hogar seguro y derechos similares

conferred upon Borrower by any law, including, without limitation,
conferidos al Deudor por cualquier ley incluyendo, sin implicar limitación,

the provisions of the Puerto Rico Right of Homestead (31 L.P.R.A.
las disposiciones sobre Derecho de Hogar Seguro de Puerto Rico (31 L.P.R.A.

§§ 1851-1857).
§§ 1851-1857).

--- TENTH: Property Address. The Property Address shall be
--- DECIMO: Dirección de la Propiedad. La Dirección de la Propiedad será

the address stated in the Note as the Property Address.
la dirección indicada en el Ragaré como Dirección de la Propiedad.

--- ACCEPTANCE
--- ACEPTACION

--- The appearing parties accept this Deed in its entirety and I, the
--- Los comparecientes aceptan esta Escritura en su totalidad y yo, el

Notary, made to the appearing parties the necessary legal warnings
Notario, hice a los comparecientes las advertencias legales pertinentes

concerning the execution of the same. I, the Notary, advised the
relativas a su otorgamiento. Yo, el Notario, advertí a las

appearing parties as to their right to have witnesses present at this
partes comparecientes de su derecho de tener testigos presentes a este

execution, which right they waived. The appearing parties having
otorgamiento, a cuyo derecho renunciaron. Habiendo los comparecientes

read this Deed in its entirety, fully ratify and confirm the
leído esta Escritura en su totalidad, la ratifican totalmente y confirman que las

statements contained herein as the true and exact embodiment of their
declaraciones contenidas en la misma reflejan fiel y exactamente sus

stipulations, terms and conditions. Whereupon the appearing parties
estipulaciones, términos y condiciones. En cuya virtud los comparecientes

signed this Deed, before me, the Notary, and signed their initials on
firman esta Escritura ante mí, el Notario, y firman sus iniciales en

each and every page of this Deed.-----
todas y cada una de las páginas de esta escritura.-

--I, the Notary, do hereby certify as to everything
--Yo, el Notario, por la presente certifico de todo
stated or contained in this instrument.-----
lo declarado y contenido en este instrumento.-----

--I, the Notary, DO HEREBY ATTEST.-----
--Yo, el Notario, DOY FE.-----

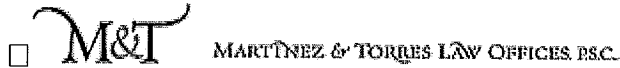
--NOTA: DORAL MORTGAGE CORPORATION, comparece en
este acto representado por ANGEL GONZALEZ RIOS,
mediante Resolución certificada el trece de marzo
del dos mil ante el Notario Miguel García Suárez,
con el propósito de aceptar la hipoteca constituida
mediante la presente, en cumplimiento con el
artículo ciento ochenta y seis de la ley
hipotecario de Puerto Rico. REPITO LA FE.-----

--It is further made clear that the Social Security
Number of DORAL MORTGAGE CORPORATION, is
and that ANGEL GONZALEZ RIOS, is of legal
age, married, executive and resident of Guaynabo,
Puerto Rico, with Social Security Number
and who showed the suscribing Notary his
authority to represent the mortgage. I AGAIN
ATTEST.-----



"I HEREBY CERTIFY THAT THIS IS A TRUE
AND EXACT COPY OF ITS ORIGINAL AND OF
THE CERTIFIED COPY THAT HAS BEEN
SUBMITTED FOR RECORDING IN THE CORRE
PONDING PROPERTY REGISTRY"

[Signature]
NOTARY PUBLIC



Bankruptcy Department

Att: María Baldera

CASE: WILFREDO REYES RIVERA

Record No. 207377

PROPERTY: No. 7915, recorded at page 203overleaf of volume 164 of Trujillo Alto.
Registry of Property, Fourth Section of San Juan.

DESCRIPTION:

RUSTICA: Finca radicada en el BARRIO QUEBRADA NEGRITO del término municipal de Trujillo Alto, con una cabida superficial de 24,447.0258 metros cuadrados. En lindes por el Norte, con Gonzalo Díaz y María Castro; Sur, con Francisco Alemán; Este, con Cándido Díaz, Francisco Alemán y Fabián Betancourt; y por el Oeste, con José García.

ORIGIN: It was form by Domain File at the Superior Court of Puerto Rico, San Juan Branch in Civil Case No. 67-1680 dated March 5th, 1968.

OWNER OF RECORD:

It is vested in favor of ANA ROSA GARCÍA ALEMÁN and her husband WILFREDO REYES RIVERA, both of legal age, property owners and residents of Trujillo Alto, who acquired this property in the following manner:

-----14.2857% privately in favor of Ana Rosa García Alemán, by title of inheritance from Lucía Alemán Bayola who passed-away in West Orange, New Jersey, United States of America on February 20th, 1974, this participation has a value of \$10,000.00 and also by title of inheritance from Juan Dolores García who passed-away in West Orange, New Jersey, United States of America on December 30th, 1977, this participation with a value of \$15,000.00, as per Resolution given at the Superior Court of Puerto Rico, Carolina Branch in Civil Cases Nos. 81-271 (A) and 81-272, dated February 10th, 1980 and February 10th, 1981, respectively, recorded at page 203overleaf of volume 164 of Trujillo Alto, property No. 7915, 2nd, inscription.

-----And the remaining 85.7143% in favor of Ana Rosa García Alemán and her husband Wilfredo Reyes Rivera, by title of transfer and purchase from the participations that used to belong to Gloria Esther García Alemán, Rosa García Alemán, Juan García Alemán, Luz María García Alemán, Alberto García Alemán and from José García Alemán, for the price of \$20,000.00, as per Deeds Nos. 111 and 29 executed in Aguas Buenas on July 23rd, 1988 and March 21st, 1990, before Notary Public Ignacio Santos Sierra, respectively, recorded at page 204overleaf of volume 164 of Trujillo Alto, property No. 7915, 3rd inscription.

LIENS AND ENCUMBRANCES:

1. Free by its origin.

WILFREDO REYES RIVERA

Record No. 207377

Property No. 7915 of Trujillo Alto.

Page No. 2

2. MORTGAGE: In the principal amount of \$50,000.00, securing a note payable to DORAL MORTGAGE CORPORATION, or its order, with yearly interests set at 9.95% due on October 1st, 2034, appraised at \$50,000.00, as per Deed No. 477, executed in San Juan on September 29th, 2004, before Notary Public David Toledo David, recorded as per Law #216, dated December 31st, 2015, at page 38 of volume 912 of Trujillo Alto, property No. 7915, 4th inscription.
3. MORTGAGE: In the principal amount of \$106,675.00, securing a note payable to DORAL MORTGAGE CORPORATION, or its order, with yearly interests set at 9.95% due on September 1st, 2035, appraised at \$106,675.00, as per Deed No. 494, executed in San Juan on September 30th, 2005, before Notary Public David Toledo David, recorded as per Law #216, dated December 31st, 2015, at page 38 of volume 912 of Trujillo Alto, property No. 7915, 4th inscription.
4. LIS PENDENS: At the First Instance Court of Puerto Rico, Trujillo Alto Branch in Civil Case No. FECI-2015-02532, on collection of money and foreclosure of mortgage, followed by Banco Popular of Puerto Rico, versus Owners of this property, demanding payment of mortgage note recorded on the 4th inscription of this property, in the principal amount of \$92,987.09, plus costs and interests, Lis Pendens dated December 1st, 2015, recorded on December 31st, 2015, at page 38 of volume 912 of Trujillo Alto, property No. 7915, notation "A".
5. LIS PENDENS: At the First Instance Court of Puerto Rico, Trujillo Alto Branch in Civil Case No. FECI2016-01349, on collection of money and foreclosure of mortgage, followed by Banco Popular of Puerto Rico, versus Owners of this property, demanding payment of mortgage note recorded on the 4th inscription of this property, in the principal amount of \$44,338.88, plus costs and interests, Lis Pendens dated September 27th, 2016, recorded on August 15th, 2017, at Karibe System, property No. 7915 of Trujillo Alto, notation "B".

REVISED: Books of local and federal attachments, book of judgments and electronic binnacle.

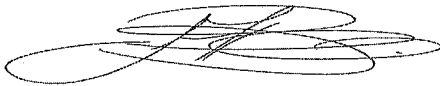
NOTE: Since there is an electronic binnacle installed in this Section of the Registry we cannot certify of any other document that may be presented and pending recordation pertaining to this property. This abstract of title

was verified as per attachments under the specific name (s) of the Owner (s) of this property and not by any other combination of name (s).

"The above information is true and correct to the best of my knowledge and belief, and is made under penalty of perjury according to 28 U.S.C. § 1746."

March 13th, 2018.

jfbm-lv

A handwritten signature in black ink, consisting of several overlapping loops and a central vertical stroke, likely representing the initials 'JFBM'.

STATEMENT OF ACCOUNT							
DEBTOR:		WILFREDO REYES-RIVERA		BPPR NUM:		XXXXXX8208	
BANKRUPTCY NUM:		18-00747BKT		FILING DATE:		02/13/18	
SECURED LIEN ON REAL PROPERTY							
Principal Balance as of		04/01/16				44,338.88	
Accrued Interest from		03/01/16		to 05/31/18		9,790.39	
Interest:	9.950%	Accrued num. of days:	810	Per Diem:	12.086900		
Monthly payment to escrow							
Hazard	\$0.00	Taxes	\$0.00	MIP	\$0.00		
A&H	\$0.00	Life	\$0.00	Escrow Advance	\$0.00		
Total montly escrow			\$0.00	Months in arrears	23	Escrow in arrears	0.00
						Accrued Late Charge:	393.30
Advances Under Loan Contract:							
Title Search	\$0.00	Tax Certificate	\$0.00	Inspection	\$163.74	784.62	
Other		\$620.88					
Legal Fees:						1,586.88	
Total Estimate due as of		05/31/18				56,894.07	
AMOUNT IN ARREARS							
PRE-PETITION AMOUNT:							
23	payments of	\$473.00	each one	10,879.00			
accumulated lated charges		393		393.30			
Advances Under Loan Contract:							
Title Search	\$0.00	Tax Certificate	\$0.00	Inspection	\$163.74	784.62	
Other		\$620.88					
Legal Fees:						1,177.92	
A = TOTAL PRE-PETITION AMOUNT						12,450.22	
POST-PETITION AMENDED:							
0	payments of	\$0.00	each one	0.00			
Late Charge		0		0.00			
Post Petition Legal Fees						0.00	
B = TOTAL POST-PETITION AMOUNT						0.00	
POST-PETITION AMOUNT:							
3	payments of	\$473.00	each one	1,419.00			
Late Charge		\$21.85		21.85			
Post Petition Legal Fees		\$580.00		580.00			
C = TOTAL POST-PETITION AMOUNT						2,020.85	
TOTAL AMOUNT IN ARREARS						14,471.07	
OTHER INFORMATION							
Next pymt due		04/01/16	Interest rate	9.950% P & I	\$436.94	Monthly late charge	\$21.85
Investor		Banco Popular		Property address			
		RD 181 KM 11.5 TRUJILLO ALTO, PR 00976					
<p>The subscribing representative of Banco Popular de Puerto Rico declares under penalty of perjury that according to the information gathered by Banco Popular de Puerto Rico the foregoing is true and correct.</p>							
<i>Elenis V. Garcia Marciano</i>				05/11/18			
BANCO POPULAR DE PUERTO RICO				DATE			



Status Report Pursuant to Servicemembers Civil Relief Act

SSN: XXX-XX-1589
Birth Date:
Last Name: REYES RIVERA
First Name: WILFREDO
Middle Name:
Status As Of: May-14-2018
Certificate ID: C7B4F3WJXJCGMQ4

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individual's active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Michael V. Sorrento, Director
Department of Defense - Manpower Data Center
400 Gigling Rd.
Seaside, CA 93955

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense (DoD) that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. ? 501 et seq. as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service. Service contact information can be found on the SCRA website's FAQ page (Q33) via this URL: <https://scra.dmdc.osd.mil/faq.xhtml#Q33>. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. ? 521(c).

This response reflects the following information: (1) The individual's Active Duty status on the Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC ? 101(d) (1). Prior to 2010 only some of the active duty periods less than 30 consecutive days in length were available. In the case of a member of the National Guard, this includes service under a call to active service authorized by the President or the Secretary of Defense under 32 USC ? 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy Training and Administration of the Reserves (TARs), Marine Corps Active Reserve (ARs) and Coast Guard Reserve Program Administrator (RPAs). Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps).

Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC ? 101(d)(1).

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of the SCRA extend beyond the last dates of active duty.

Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected

WARNING: This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.



Status Report Pursuant to Servicemembers Civil Relief Act

SSN: XXX-XX-8300
Birth Date:
Last Name: GARCIA ALEMAN
First Name: ANA
Middle Name:
Status As Of: May-14-2018
Certificate ID: MZBXFS8FJ9LRKQK

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individuals' active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Michael V. Sorrento, Director
Department of Defense - Manpower Data Center
400 Gigling Rd.
Seaside, CA 93955

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense (DoD) that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

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